

UNDERTAKING

From : Plastitex S.A.
Address: Colonia Elisa 461
Villa Elisa
Paraguay

To : Ashford Finance LLC
152 Madison Avenue
New York, NY 10016

Re: First American Bank L/C USD 4,375,000.00 (FOUR MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND UNITED STATES DOLLARS AND ZERO ONE-HUNDREDTHS).
Beneficiary: TRIFECTA TRADING 165 (PTY) LTD., UNIT D8, THE BEACHHEAD OFFICE PARK, 10 NIBLICK WAY, SOMERSET WEST, WESTERN CAPE 7129, SOUTH AFRICA

In consideration of your having agreed at our request to open the above referenced Letter of Credit for USD 4,375,000.00 (FOUR MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND UNITED STATES DOLLARS AND ZERO ONE-HUNDREDTHS).

We hereby irrevocably undertake to indemnify you against all payments, costs, expenses, losses, claims and consequences arising out of your issuance of the said LC.

It is further irrevocably agreed by us that we will not approach you to delete and / or amend the clause in respect of the required submission of Original Shipping Compliance Certificate, or other such approval clauses, duly authenticated by yourself incorporated at our request in the above LC, unless we provide you with 100% of the LC value as margin towards due performance of our obligations and settlement of the documents to be received under the above letter of credit and we will keep you fully indemnified from all consequences arising out of the incorporation of the said clause in the letter of credit.

We further declare and undertake to make good all losses, claims and damages that you may suffer or incur by reason of issuance of the said Letter of Credit at our request.

Furthermore, it is also undertaken and irrevocably stated that neither we nor any of our customers, representatives or attorneys would approach your Bank for any disputes claims, disagreements and or non acceptance of any of the clauses /conditions or LC as a whole by the beneficiary and or their Bankers. Moreover, we further irrevocably declare and undertake not to claim the refund of the banking charges and commission once paid to you for this transaction and will not approach any court of law for any reason whatsoever with regard to this LC transaction.

This is our irrevocable undertaking and is legally binding on us.

Yours Faithfully

Date: 15/07/2008
PLASTITEX S.A.

By: *[Signature]*

Officer

Full Name:

(Company stamp/seal)

PLASTITEX S.A.
JOSE MARIA MUSSA
APODERADO

Title of the Signatory:

Country of _____

On this 15 day of Julio, 2008, before me, the undersigned, personally appeared, Jose Maria Mussa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the Instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the Instrument.

Notary Signature
Magdalena Villalba Mora
Notaria Pública
Notary Signature and Seal
Telf. 911 797
de la Notaria de la Provincia de la Plata

LE SIGUE LA HOJA DE CERTIFICACIÓN DE FIRMA CON NO. 2656750 CON SERIE BB.,CONT...//

Company name: Plastitex S.A.
 Address: Colonia Elisa 461 - Villa Elisa - Paraguay
 Date: 15 07 2008

To:
 LCCOM, Ltd
 201 W 72nd Street, Suite 6M
 New York, NY 10023

Dear Sirs:

In order to induce you to issue the Letters of Credit, we agree that after you have approved the Letters of Credit, you shall have no obligation whatsoever to authorize any additional drawings on them. If and when you receive a request from the beneficiary of any of the Letters of Credit for any additional drawings, you shall have the right, in your sole discretion and without obligation to us, to refuse such requests.

We acknowledge that the Letters of Credit that we have asked you to issue are issued solely as an accommodation to us. Such letter of credit that you issue for us will require a special document which will minimize our risk in transactions and will at the same time assure a seamless and risk free transaction for the supplier. The required documents will be noticed in the "document required" or other appropriate section of the letter of credit to be issued.

We agree that you shall have no obligation whatsoever to authorize any amendments concerning the document required. If and when you receive a request from us for any amendments, you shall have the right, in your sole discretion and without obligation to us to refuse such. We further agree to indemnify and hold you harmless against any losses, damages or expenses you or us may sustain, including reasonable fees, in connection with the above mentioned Letters of Credit.

Very truly yours,

By: PLASTITEX S.A.
 Officer JOSE MARIA MUZZA
 Full Name: APODERADO
 Title of the Signatory:
 (Company stamp/seal)

[Handwritten signature]

On this 15 day of Julio, 2008, before me, the undersigned, personally appeared, Jose Maria Muzza, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

[Handwritten signature]

Notary Public Signature and Seal



54/07/08-10:19:13

LocalSwiftAcks-7895-000004

5

Instance Type and Transmission

Notification (Transmission) of Original sent to SWIFT (ACK)
 Network Delivery Status : Network Ack
 Priority/Delivery : Normal
 Message Input Reference : 1613 060724FAMBUS44AXX5107013513
 Message Header

Swift Input : FRN 700 Issue of a Documentary Credit
 Sender : FAMBUS44XXX
 FIRST AMERICAN BANK
 ELK GROVE VILLAGE, IL US

Receiver : ABSAZAJXXX
 ABSA BANK LIMITED
 (ALL SOUTH AFRICAN OFFICES)
 JOHANNESBURG ZA
 MUR : EXPRESSTRADE

Message Text

27: Sequence of Total

1/1

40A: Form of Documentary Credit
IRREVOCABLE TRANSFERABLE20: Documentary Credit Number
RIMP08101601

31C: Date of Issue

060724

40E: Applicable Rules
UCP LATEST VERSION31D: Date and Place of Expiry
061022 ISSUING BANK'S COUNTERS

50: Applicant

PLASTITEX S.A.
COLONIA ELISA 461 CENTRAL
ASUNCION, PARAGUAY

59: Beneficiary - Name & Address

TRIFECTA TRADING 185 (PTY) LTD
UNIT D8 THE BEACHHEAD OFFICE PK.
10 NIBLICK WAY WESTERN CAPE
SOMMERSET WEST, SOUTH AFRICA 7120

32B: Currency Code, Amount

Currency : USD (US DOLLAR)
Amount : \$4,375,000.00#

41A: Available With...By... - BIC

FAMBUS44
FIRST AMERICAN BANK
ELK GROVE VILLAGE, IL US
BY PAYMENT

42C: Drafts at...

SIGHT

42A: Drawee - BIC

FAMBUS44
FIRST AMERICAN BANK
ELK GROVE VILLAGE, IL US

43P: Partial Shipments

NOT ALLOWED

43T: Transshipment

ALLOWED

44E: Port of Loading/Airport of Dep.

OOESSA, UKRAINE

44F: Port of Discharge/Airport of Dest

PUERTO VILLETA, PARAGUAY

44C: Latest Date of Shipment

061001

45A: Description of Goods &/or Services

12,500 METRIC TONS UREA 46 PERCENT N GRANULAR AS PER PROFORMA

INVOICE NO. 2554

DATED JUNE 27, 2008

CIF PUERTO VILLETA, PARAGUAY CONTAINER SHIPMENTS: ALLOWED

48A: Documents Required

1. SIGNED COMMERCIAL INVOICE ISSUED BY THE BENEFICIARY IN

1 ORIGINAL PLUS 3

COPIES INDICATING LC NUMBER, NAME OF THE LC ISSUING BANK,

AND FULL DETAILS OF

24/07/06-15:18:16

Local3w1/Ackb-7895-000004

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THE GOODS SHIPPED.**2. PACKING LIST IN 1 ORIGINAL AND 3 COPIES.****3. FULL SET OF CLEAN SHIPPED ON BOARD MARINE BILLS OF LADING CONSIGNED TO THE ORDER OF THE SHIPPER, ENDORSED TO THE ORDER OF FIRST AMERICAN BANK, 1650 LOUIS AVENUE, ELK GROVE VILLAGE, IL 60007, USA MARKED FREIGHT PREPAID AND INDICATING NOTIFY PLASTITEX S.A., COLONIA ELISA 461 CENTRAL ASUNCION PARAGUAY.****4. SHIPPING COMPLIANCE CERTIFICATE SIGNED AND ISSUED BY AN AUTHORIZED OFFICER OF ASHFORD FINANCE LLC, 162 MADISON AVE. SUITE 1003, NEW YORK, NY 10016.****USA ON THEIR LETTERHEAD AND COUNTERSIGNED BY THE TRADE FINANCE DIVISION OF FIRST AMERICAN BANK, 1650 LOUIS AVENUE, ELK GROVE, IL 60007, USA.**
5. NEGOTIABLE INSURANCE POLICY OR CERTIFICATE FOR 110 PERCENT OF CIF INVOICE VALUE.**ENDORSED IN BLANK, AND COVERING ALL RISKS AND WAR RISKS.****6. CERTIFICATE OF ORIGIN ISSUED BY THE CHAMBER OF COMMERCE OF THE COUNTRY OF ORIGIN OR THE DEPARTMENT OF TRADE OR MINISTRY OF INDUSTRY IN 1 ORIGINAL AND 3 COPIES.****7. PHYTOSANITARY CERTIFICATE ISSUED BY THE GOVERNMENT AUTHORITY OR AGENCY IN THE COUNTRY OF ORIGIN IN 1 ORIGINAL AND 3 COPIES.****8. CERTIFICATE OF QUALITY AND QUANTITY (INCLUDING TOTAL WEIGHT) ISSUED BY SGS AT THE PORT OF LOADING IN 1 ORIGINAL AND 3 COPIES.****47a: Additional Conditions****1. DRAWINGS UNDER THIS CREDIT MUST BE FOR 100 PERCENT OF THE INVOICE VALUE.****2. ALL BANK CHARGES OTHER THAN THOSE OF FIRST AMERICAN BANK'S LETTER OF CREDIT ISSUANCE CHARGES ARE FOR BENEFICIARY'S ACCOUNT AND****WILL NOT BE BORNE BY THE ISSUING BANK AND SHOULD BE COLLECTED FROM THE BENEFICIARY AT THE TIME SERVICE****IS RENDERED BY THE ADVISING/REMITTING BANK.****3. DISCREPANT DOCUMENTS WILL BE SUBJECT TO A DISCREPANCY HANDLING FEE OF****USD75.00 WHICH WILL BE FOR THE BENEFICIARY'S ACCOUNT.****4. DOCUMENTS TO BE PRESENTED WITHIN 21 DAYS AFTER THE BILL OF LADING DATE****BUT WITHIN THE VALIDITY OF THE L/C.****5. THIS LETTER OF CREDIT IS TRANSFERABLE IN WHOLE OR PART, PROVIDED THIS ORIGINAL****CREDIT IS PRESENTED TO ABBA BANK LIMITED, SOUTH AFRICA, FOR ENDORSEMENT OF THE TRANSFER, UNDER ADVICE****TO US AND THEIR TRANSFER COMMISSION IS PAID. TRANSFERS TO DESIGNATED FOREIGN****NATIONALS AND/OR SPECIALLY DESIGNATED NATIONALS ARE NOT PERMITTED AS BEING****CONTRARY TO THE U.S. TREASURY DEPARTMENT, FOREIGN ASSETS CONTROL REGULATIONS.****THE TRANSFERRING BANK MUST INFORM US IF THE FIRST BENEFICIARY RETAINS THEIR****RIGHTS TO SUBSTITUTE THEIR DRAFT AND INVOICES WITH THOSE OF THE SECOND****BENEFICIARY.****6. ALL DOCUMENTS MUST BE ISSUED IN THE ENGLISH LANGUAGE. ONE MAILING BY COURIER.****48: Confirmation Instructions****WITHOUT****78: Instructions to Payee/Account/Receiving Bank****REMITTING BANK TO FORWARD DOCUMENTS IN ONE MAILING TO FIRST**

24/07/08 16:18:16

LocalSwiftAck-7085-000054

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AMERICAN BANK, ATTN: TRADE FINANCE DIVISION, 1650 LOUIS AVENUE,
ELK GROVE, IL 60007 BY COURIER, AT BENEFICIARY'S EXPENSE,
UNDER SWIFT ADVICE TO US. PLEASE INCLUDE YOUR PAYMENT INSTRUCTIO
NS. PAYMENT WILL BE EFFECTED, IN ACCORDANCE WITH YOUR INSTRUCTION
8, UPON RECEIPT OF COMPLYING DOCUMENTS AT OUR COUNTERS.

57D: Advise Through Bank -Name&Addr
ABSA BANK LIMITED

WESTERN CAPE,
SOMMERSET WEST
SOUTH AFRICA 7129 .

72: Sender to Receiver Information
TRANSFER BANK: ABSA BANK LTD.

----- Message Trailer -----

(MAC:CF1CCB01)
(CHK:4D827BE1FCE7)
PKI Signature: MAC-Equivalent

----- Interventions -----

Category : Network Report
Creation Time : 24/07/08 16:18:52
Application : SWIFT Interface
Operator : SYSTEM

Text
(1:F21FAMBUS44AXX5107013515)4:21773807241013(451:0)(108:EXPRESSTRADE)

TRIFECTA

Trading 165 (Pty) Ltd.

Tel: +27 21 840-9360

Fax: +27 21 852-2595

E-mail: trifecta@absamail.co.za

Reg. No. 2002/009728/07

P.O. Box 944

Somerset West

7129

South Africa

Unit D8 The Beachhead

10 Niblick Way

Somerset West, 7129

South Africa



Date 4 August 2008

Attn: Mr Jose Maria Mussa
Plastitex S.A.
Colonia Elisa 461
Villa Elisa
Paraguay

RE : Receipt of DLC

Dear Sir,

We herewith inform you that our bankers have received your DLC with ref: RIMP08/101661

We have forwarded the DLC unto the supplier, the supplier has acknowledged receipt of the DLC on the 4TH August 2008 and have started the POP issuances process.

I have requested my bank to be at the ready to transfer same to you with the greatest speed possible.

I will inform about any further developments.

Kind Regards

F.H. Badenhorst
Director
Direct +27 (0)21 840 9360
Cell +27 (0)83 459 2298



UNDERTAKING

From : Plastitex S.A.
Address: Colonia Elisa 461
Villa Elisa
Paraguay

To : Ashford Finance LLC
152 Madison Avenue
New York, NY 10016

Re: First American Bank L/C USD 4,593,750.00 (FOUR MILLION FIVE HUNDRED NINETY-THREE THOUSAND SEVEN HUNDRED FIFTY UNITED STATES DOLLARS AND ZERO ONE-HUNDREDTHS);
Beneficiary: TRIFECTA TRADING 165 (PTY) LTD., UNIT D8, THE BEACHHEAD OFFICE PARK, 10 NIBLICK WAY, SOMERSET WEST, WESTERN CAPE 7129, SOUTH AFRICA

In consideration of your having agreed at our request to open the above referenced Letter of Credit for USD 4,593,750.00 (FOUR MILLION FIVE HUNDRED NINETY-THREE THOUSAND SEVEN HUNDRED FIFTY UNITED STATES DOLLARS AND ZERO ONE-HUNDREDTHS).

We hereby irrevocably undertake to indemnify you against all payments, costs, expenses, losses, claims and consequences arising out of your issuance of the said LC.

It is further Irrevocably agreed by us that we will not approach you to delete and / or amend the clause in respect of the required submission of Original Shipping Compliance Certificate, or other such approval clauses, duly authenticated by yourself incorporated at our request in the above LC, unless we provide you with 100% of the LC value as margin towards due performance of our obligations and settlement of the documents to be received under the above letter of credit and we will keep you fully indemnified from all consequences arising out of the incorporation of the said clause in the letter of credit.

We further declare and undertake to make good all losses, claims and damages that you may suffer or incur by reason of issuance of the said Letter of Credit at our request.

Furthermore, it is also undertaken and irrevocably stated that neither we nor any of our customers, representatives or attorneys would approach your Bank for any disputes claims, disagreements and or non acceptance of any of the clauses /conditions or LC as a whole by the beneficiary and or their Bankers. Moreover, we further Irrevocably declare and undertake not to claim the refund of the banking charges and commission once paid to you for this transaction and will not approach any court of law for any reason whatsoever with regard to this LC transaction.

This is our Irrevocable undertaking and is legally binding on us.

Yours Faithfully

Date: _____
PLASTITEX S.A.

By: *Jose Maria Mussa*
Officer: PLASTITEX S.A.
Full Name: JOSE MARIA MUSSA
(Company stamp/seal) APODERADO

Title of the Signatory:

Country of _____, SS.:

On this 3 day of Setiembre, 2008, before me, the undersigned, personally appeared, Jose Maria Mussa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Ante mi: [Signature] Notary signature and seal



3/09/2008--

From: PLASTITEX S.A.
COLONIA ELISA 461
VILLA ELISA
PARAGUAY

TO: LCCOM, L.P.
201 W 72nd Street, Suite 6M
New York, NY 10023

AGREEMENT AND INDEMNITY

In consideration of your having agreed to open a letter of credit for the amount of: USD 4,593,750.00 (In words): FOUR MILLION FIVE HUNDRED NINETY-THREE THOUSAND SEVEN HUNDRED FIFTY UNITED STATES DOLLARS AND ZERO ONE-HUNDREDTHS in our beneficiary's name: TRIFECTA TRADING 165 (PTY) LTD., UNIT D8, THE BEACHHEAD OFFICE PARK, 10 NIBLICK WAY, SOMERSET WEST, WESTERN CAPE 7129 SOUTH AFRICA at our request, we hereby confirm that we have conducted our full due diligence on the beneficiary and the said transaction represents a routine commercial business transaction. We agree to indemnify you against all expenses, losses, claims and damages arising on account of said letter of credit which you may incur and we further undertake to make good all the losses, claims and damages that may arise on account of the said transaction including, but not limited to, all out-of-pocket expenses and reasonable attorneys fees which you may incur. We understand that you are not acting as our agent and that you are an independent contractor.

We also agree that neither we nor the beneficiary nor any of our representatives, agents or attorneys shall contact you or your bank or make any claim against the letter of credit or dispute any of the conditions of the letter of credit application duly approved by us.

We further irrevocably waive any refund from the letter of credit opening, any bank charges and commissions paid to you for this transaction once the letter of credit has been opened. We waive any claim for any lawsuit or claim in arbitration with regard to this letter of credit.

The undersigned is fully aware that the letter of credit issuing bank bears no responsibility for the terms of the letter of credit and shall not be made a party defendant in any dispute of any kind for refund of commissions or charges should the advising/negotiating bank refuse to grant credit. The undersigned also agrees that it shall be required to sign an indemnity agreement for the letter of credit issuing bank.

We acknowledge that there will be a "special condition" clause included in an additional document required in the letter of credit established by the company on our behalf. We understand that the required document will be noticed in the "document required" section, or other appropriate section of the letter of credit to be issued. This required document has been fully explained to us and is understood by us and we have read it in its entirety. We will not request that the letter of credit be changed in any way. We have acknowledged by signing a copy a "draft" of the letter of credit prior to the actual issuance of the letter of credit that the

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PLASTITEX S.A.
JOSE MARIA MUSSA
APODERADO

applicant of the letter of credit have fully informed us about the condition clause and we agree that this clause is an integral part of the letter of credit.

We further agree that we will not request from you or the letter of credit issuing bank any amendments to the letter of credit. However, in the event due to unforeseen circumstances, any amendment is sought in the letter of credit, a 100% margin will be provided. Unless we provide you with 100% of the LC value as margin towards due performance of our obligations and settlement of the documents to be received under the above letter of credit and we will keep you fully indemnified from all consequences arising out of the incorporation of the said clause in the letter of credit. For each presentation of a document, a minimum USD 1,000.00 plus bank charges will be paid to you by us by not later than three (3) business days from the date of the document presentation.

This Indemnity Agreement shall be irrevocable during the entire period that the letter of credit is in existence from the date of issuance to the date of expiration.

Date:

PLASTITEX S.A.

By:

Officer

Full Name:

Title of the Signatory:

(Company stamp/seal)

PLASTITEX S.A.

JOSE MARIA MUSSA

APODERADO

Notarized as follows:

On this 03 day of Septiembre, 2008, before me, the undersigned, personally appeared, Jose Maria Mussa, CI 366861, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.



05/09/08-16:10:27

LocalDoc/Auto-4206-000004

5

Notification (Transmission) of Original sent to SWIFT (ACK)
 Network Delivery Status : Network Ack
 Priority/Delivery : Normal
 Message Input Reference : 1604 DB0603FAMBUS44AXXX6238014186
 Swift Input : FIN 707 Amendment to a Doc Credit
 Sender : FAMBUS44XXX
 FIRST AMERICAN BANK
 ELK GROVE VILLAGE IL US
 Receiver : ABSAZJXXX
 ABSA BANK LIMITED
 (ALL SOUTH AFRICAN OFFICES)
 JOHANNESBURG ZA
 MUR : EXPRESSTRADE

Message Text

20: Sender's Reference
 RMPX06101661
 21: Receiver's Reference
 UNKNOWN
 31C: Date of Issue
 080724
 30: Date of Amendment
 080605
 25E: Number of Amendment
 1
 59: Beneficiary (before amendment)-Nm&Add
 TRIFECTA TRADING 185 (PTY) LTD
 UNIT D5 THE BEACHHEAD OFFICE PK,
 10 IRIBUCK WAY WESTERN CAPE
 SOMMERSET WEST, SOUTH AFRICA 7129
 39A: Percentage Credit Amt Tolerance
 05/05
 44E: Port of Loading/Airport of Dep.
 UKRAINE, RUSSIA OR ITALY
 44F: Port of Discharge/Airport of Dest
 PUERTO VILLETA, CEREGRAL SAECA PARAGUAY
 78: Narrative
 FIELD 45A DESCRIPTION OF GOODS NOW READS: 12,500
 METRIC TONS (PLUS OR
 MINUS 5 PERCENT) UREA 45 PERCENT N PRILLED AS
 PER PROFORMA INVOICE 2554 DATED JUNE
 27, 2008. CIF PUERTO VILLETA, CEREGRAL SAECA
 PARAGUAY. CONTAINER SHIPMENTS: ALLOWED.
 ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Message Trailer

(MACAS)SCDD)
 (CHK6EE2DB1860F)
 PK Signature: MAC-Equivalent

Interventions

Category : Network Report
 Creation Time : 05/09/08 16:10:03
 Application : SWIFT Interface
 Operator : SYSTEM
 Text
 [1.F21FAMBUS44AXXX6238014186](4:177:0606061600)(451:0)(106:EXPRESSTRADE)

TRIFECTA

Trading 165 (Pty) Ltd.

Tel: +27 (0)861 000 800
Fax: +27 (0)21 832 2595
E-mail: peter@trifecta165.com
Reg. No. 2002/009728/07

Postnet Suite 386
P/Bag X 15
Somerset West
7129

Unit D8 The Beachhead
10 Niblick Way
Somerset West, 7140
South Africa



Date: 16th September 2008-09-16

Dear Mr. Richard Longstaff

RE: PROOF OF PRODUCT

We refer to the above. We hereby respond to your email requesting a letter with respect to the POP as follows:

As I have indicated on my previous emails to you that we were waiting for the confirmation by the Supplier's agent bank to confirm receipt of the corrected DLC, which they did send us formal acknowledgement of receipt of the same. We have been advised by the Supplier's agent that that the POP will only within SEVEN BANKING DAYS from the date of receipt of the acknowledgement and confirmation of the corrected DLC.

Furthermore, as soon as our bank indicates to us receipt of the POP, we will furnish you immediately. Shipping schedules will also be furnished on the same date of the receipt of the POP.

Receipt whereof kindly acknowledge.

Yours Sincerely

TRIFECTA TRADING 165 (Pty) Ltd

Per:

FRANS HENDRIK BADENHORST



PLASTITEX S.A.

Colonia Elisa 461
Villa Elisa - Paraguay
Tel: (595-21) 946 273 / 945 830
Fax: (595-21) 945 914
e-mail: plastitex@tigo.com.py



Industria de Plásticos
Importación - Exportación - Distribución

September 16th 2008

Mr. Frans Badenhorst
Managing Director
Trifecta Trading 165 (Pty) Ltd.
Unit D8 The Beachhead Office Park
10 Niblick Way
Somerset West,
Western Cape 7129
South Africa

Ref.: Proof of Product

Dear Sir,

We acknowledge receipt of your letter dated September 16th 2008 with thanks.

We note that the Supplier's agent bank has formally acknowledged receipt of the amended DLC. We would be grateful if you could advise if acknowledgement of receipt also implies acceptance as well as the date upon which such acknowledgement occurred.

Over two weeks ago we were told that POP and shipment dates were imminent, whereas we are now being advised that a further seven banking days must elapse before POP is released and we are advised shipping dates, which causes us grave concern.

In good faith we have diligently complied with each every requirement. We have patiently waited out the time frames as indicated by yourselves. Regrettably as one delay succeeds another we loose credibility with our clients. We are now in urgent pursuit of evidence we can safely show our clients that this shipment will arrive not in the nebulous future but by some very concrete date.

Sincerely


PLASTITEX S.A.
JOSE MARIA MUSSA
APODERADO
Jose Maria Mussa
Apoderado General
Plastitex S.A.

cc - Joe Lau - Corporate Funding Partners

CORPORATE FUNDING PARTNERS global trade finance • letter of credit facilities

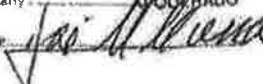
Date: September 3, 2008

AMENDMENT Invoice #09030082

Company : Plastitex S.A.
Address : Colonia Elisa 461
Villa Elisa
Paraguay
Telephone : +59521 945 830
Mobile : 0991 777 319
Fax : N/A
Email : PANTONIAZZI@aol.com
Agent : Pablo Antoniazzi
Agent email : PANTONIAZZI@aol.com

OK TO ISSUE
Name of CompanyPLASTITEX S.A.
JOSE MARIA MUSSA
COORDINADO

Client Signature



Total of all Letters of Credit for this worksheet only

USD 4,375,000.00

<u>Description</u>	<u>Detail</u>	<u>Amount</u>
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Amend LC RIMP/08/ 101661 amount USD 4,375,000.00 the following:

- 1) Field 39A: Percentage Credit Amt Tolerance 05/05
- 2) Field 44E: Port of Loading, "Russia, Ukraine, Italy"
- 3) Field 44F: Port of Discharge, "Puerto Villeta, Ceregral Saeca - Paraguay"
- 4) Field 45A: Descriptn of Goods, "12,500 METRIC TONS UREA 46 PERCENT N PRILLED AS PER PRO FORMA INVOICE 2554 DATED 27 JUNE 2008"

Amendments (4)

Tolerance Increase charges USD 218,750.00

USD 8,750.00

Standard Amendment Fee

200.00

Total Amendment Charges

USD 8,950.00

Total due prior to amendment(100% of total)**USD 8,950.00**

For each instance of non-negotiation, there will be a charge of \$ 250.00 payable upon receipt of invoice.

Upon negotiation there may be a holdback of up to 0.25 percent of the payment to the beneficiary from the LC issuing bank.

If additional fees are required they must be paid upon receipt of invoice. They may include any items that are shown in the letter of credit to be paid by the beneficiary and where the beneficiary refuses to pay.

All letters of credit are governed by the Uniform Customs and Practices for Documentary Credits 1993 ("UCP") Per UCP article no.18c it states:

"Where a Credit stipulates that such charges are for the account of a party other than the instructing party, and charges cannot be collected, the instructing party remains ultimately liable for the payment thereof."

Please Fax A Copy Of Your Wire Transfer When Paying This InvoicePlease remit to: LC.COM, Ltd. 201 W 72nd Street, Suite 6M, New York, NY 10023

Phone +1.212.724.8333

Fax +1.212.656.1509

Wire transfer instructions: HSBC - New York, NY

aba#: 021001088 acct#: 610859048 SWIFT:MRMDUS33

PLASTITEX S.A.

Colonia Eliza 461
Viale Eliza - Paraguay
Tel.: (595-21) 946 273 / 945 830
Fax: (595-21) 945 914
e-mail: plastitex@ango.com.py



Industria de Plásticos
Importación - Exportación - Distribución

Mr. Frans Badenhorst
Managing Director
Trifecta Trading 165 (Pty) Ltd.
Unit D8 The Beachhead Office Park
10 Nibbeli Way
Somerset West,
Western Cape 7129
South Africa

September 27th 2008

Ref: TRI-UREA/CON-PERU0000154/06

Dear Sir,

Under the terms of the contract we entered into with yourselves on July 2nd, 2008, shipment was to have taken place no later than, thirty (30) to fifty days after receipt and confirmation of operative financial instruments, acceptable to yourselves. A Documentary Letter of Credit (DCL), the draft thereof approved in writing by yourselves, was opened in your favor and remitted to your bank. On August 4th, 2008 you wrote to us acknowledging that your bank had received the DCL and that it had been forwarded to the Supplier who in turn acknowledged receipt on the same date. It was not until 22 days later and after our considerable insistence that we were advised that a certain problem had arisen of the application of UCP 600 standards, but that this had been solved and that either the Bill of Lading or Proof of Product should reach us shortly.

On September 1st, 2008 we were asked to carry out certain amendments to the DCL in order to avoid possible discrepancies. The amendments were sent by SWIFT to your bank September 5th, 2008, and you acknowledged receipt thereof September 9th, 2008. On September 11th, 2008 we were advised by e-mail that the new DCL had been received by the Supplier and that we should estimate 7 banking days to Proof of Product and indeed shipment as already anticipated by yourselves. We are now being advised that the hitherto resolved UCP600 issue was indeed not, and that a solution could be to issue a new amendment substituting Trifecta by the Supplier's Agent as the Beneficiary. As we have done in all previous instances we followed your instructions and pleaded with the issuing bank, but the response was that this was not technically feasible. We were told that the only solution would be to start the entire DCL issuance process all over again, and indeed pay the costs.

You are no doubt aware that we have very serious commitments with our customers in the agricultural sector, to the extent we intended to place a further order of 12,500 MT upon receipt of the Bills of Lading for this first shipment. What has now regrettably occurred has sown in us considerable mistrust in you. We in turn have lost the credibility of our customers.

Our contractual relationship is with yourselves and not the Supplier's Agent. To the best of our knowledge we have dutifully met our contractual obligations in full and are in a position to request that you do the same without further delay. We stress that for the sake of future business it is more desirable that you to cure this breach by ensuring shipment takes place forthwith at no further cost to us. If this cannot be achieved we must then demand that you remedy by compensating us for damages and expenses in full.

We look forward to your advice as a matter of serious concern.

Sincerely,

Jose Maria Mussa
Apoderado General
Plastitex S.A.

PLASTITEX S.A.
JOSE MARIA MUSSA
APODERADO

**INCOMING INTERNATIONAL
REGISTERED**

Railway Domestic Tracking and Franchising
"Domestic Travel" Ltd.
Sheffield, S1 1 0QZ, ENGLAND

REG. BOLTZA
15 1005-0000

Plas-56

PLASTITEX S.A.

Colonia Elisa 481
Villa Elisa - Paraguay
Tel : (595-21) 945 273 / 945 530
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Industria de Plásticos
Importación - Exportación - Distribución

Mr. Frans Badenhorst
Managing Director
Trifecta Trading 165 (Pty) Ltd.
Unit D8 The Beachhead Office Park
10 Niblick Way
Somerset West,
Western Cape 7129
South Africa

September 29th 2008

Ref.: TRI-UREA/CON-PERU0000154/06

Dear Sir,

Further to our letter dated September 27th 2008, we must remind you that the latest shipping date of the DLC issued in your favor is October 1st 2008. We have already incurred extra expenses as result of your misunderstandings with the Supplier's Agent.

Whilst we are keen to see this and further shipments proceed, we are now not prepared to continue paying for other parties oversights.

Given the seriousness of the matter at hand we would be most grateful for your immediate response

Sincerely

Jose Maria Mussa
Apoderado General
Plastitex S.A.

PLASTITEX S.A.
JOSE MARIA MUSSA
APODERADO

PLASTITEX S.A.

Colonia Elisa 461
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Industria de Plásticos
Importación - Exportación - Distribución

Mr. Frans Badenhorst
Managing Director
Trifecta Trading 165 (Pty) Ltd.
Unit D8 The Beachhead Office Park
10 Niblick Way
Somerset West,
Western Cape 7129
South Africa

October 1st 2008

Ref.: TRI-UREA/CON-PERU0000154/06

Dear Sir,

Further to our letter dated September 29th 2008, we must remind you that the latest shipping date of the DLC issued in your favor is October 1st 2008.

We are keen to see this and further shipments proceed but are dismayed at your lack of response.

Given the seriousness of the matter at hand we would be most grateful for your immediate response

Sincerely

Jose Maria Mussa
Apoderado General
Plastitex S.A.

PLASTITEX S.A.
JOSE MARIA MUSSA
APODERADO

TRIFECTA

Trading 165 (Pty) Ltd.

Tel: +27 21 840-9360
Fax: +27 21 852-2595
E-mail: trifecta@absamail.co.za
Reg. No.: 2002/009728/07

P.O. Box 944 Unit D8 The Beachhead
Somerset West 10 Niblick Way
7129 Somerset West, 7129
South Africa South Africa



October 3rd 2008

For:
PLASTITEX SA
COLONIA ELISA 461
VILLA ELISA
PARAGUAY

CONTRACT No. : TRI-UREA/CON-PERU0000164/06

Dear Sir

Further to our most recent exchanges we regret to advise the Agent's for the Supplier have failed comply in their obligations to deliver in the terms and conditions set out under the Sell & Purchase Agreement entered into with yourselves.

We are aware that you have already committed over \$600,000.- to move this transaction forward and that your clients are anxious to receive the product. We are now in the process of opening a new DLC at our expense so that we may in turn comply with our obligations to Plastitex S.A. In the event the Agent fails to respond we shall reimburse you for time and expense incurred and recover from the Agent at our own risk and expense.

Yours faithfully


Frans Badenhorst
Managing Director



SALE AND PURCHASE AGREEMENT

This Sale and Purchase Agreement (hereinafter "Agreement") has been made and entered into on this 20th day of January 2009 by and between Green Pampas Inc. (hereinafter "Seller") represented by Mr. Pablo Antoniazzi; and Plastitex S.A. (hereinafter "Buyer") represented by Mr. Jose Mussa; collectively "the Parties".

WHEREAS:

The Parties, each with full corporate authority, certify, represent and warrant that each can fulfill the requirements of this agreement and respectively provide the products and the funds referred to herein in time and under the terms agreed to hereafter; and;

The Seller hereby agrees and makes an irrevocable firm contract to sell and deliver AGRICULTURAL PRILLED UREA N46% TO GOST 2081-92B Cost, Insurance and Freight (CIF) Incoterms 2000; and;

The Buyer hereby agrees and makes an irrevocable firm contract to purchase AGRICULTURAL PRILLED UREA 46% TO GOST 2081-92B Cost, Insurance and Freight Puerto Villeta - Ceregra SAECA - Paraguay; and;

The Parties agree to finalize and execute this contract under the terms and conditions hereinafter set forth;

NOW THEREFORE:

In consideration of the mutual promises, agreements, terms and conditions of this agreement assertions and covenants herein and other good and valuable considerations, the receipt of which is acknowledged hereby, the parties hereto mutually and voluntarily agree as follows:

TERMS AND CONDITIONS:

- 1 **PRODUCT:**
UREA CARBAMIDE, CARBONYLDIAMIDE, AGRICULTURAL GRADE, PRILLED GOST 2081-92, MARK "B"
NITROGEN 46 % MIN
MOISTURE 0.5 % to 0.30% MAX BY METHOD DRYING
FREE AMMONIA 160 PXT, PPM MAX
BIURET 1,0% MAX
FREE FLOWIN 100% ANTICAKING TREATED, FREE FROM HARMFUL SUBSTANCES PRILLED
MELTING POINT 132.7 DEGREES CELSIUS
GRANULATION 1 MM - 4 MM - MIN 90 - 94% minimum less 1 mm max 3%
COLOUR UREA WHITE FOAM, ODOURLESS OR SLIGHT AMMONIA ODOUR
ODOUR TRESHOLD NOT AVAILABLE
BOILING POINT DECOMPOSES BEFORE BOILING
HAZARDOUS INGREDIENTS NONE ACCORDING TO CONTROLLED PRODUCT REGULATIONS
UREA 100%
RADIOACTIVITY NONE
PHYSICAL STATE SOLID @ 20 CAND 101KPS, WHITE GRANULES
SPECIFIC GRAVITY SOLID AT 20 C - 1.335 T/M3

Initials Seller

Page 1 of 5

PLASTITEX S.A.

Initials Buyer

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